

Fax 574 289-4550



March 21, 2025

RE: Rebuilding Together 2025 Invitation to Bed

Attention bidders:

Rebuilding Together is pleased to release the following repair/ replacement project for bid.

Please note that this project has specific contract, insurance, and billing requirements that some bidders may not be familiar with.

Read the RFP carefully and do not hesitate to ask any questions you may have.

Please make arrangement with Jason Sommer, Jasons@SBHeritage.org 574.514.6820 to gain access to properties.

Bidder registration (General Contractors only) must be submitted to RT by the due date.

Bid proposals on this package are due to RT by **Monday, April 21,2025**. Please carefully review the RFP package for further information. Good luck.

Cordially,

Jason Sommer





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RFP Document List -

All documents listed below are available in .pdf format on the South Bend Heritage website.

Please go to http://sbheritage.org/projects-blog/contractors/ RT 2025

- RFP Invitation to bid.
- Specifications.
- Bid form.
- Insurance minimums.
- Property Owners Contact Information.

Scope of Work

Roof repair and replacement

HVAC Repair and Replacements





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Date issued: 3/21/2025

Deadline for bid submittal: by 3:00 PM on Monday April 21, 2025.

Instructions for bidders:

You are invited to submit a proposal for the Work as described in this Bid Package.

This Bid Package includes:

- a. written specifications and bid form.
- d. Exhibit B HUD requirements for CDBG funded projects.
- e. SBH insurance requirements (under 1.00 General Conditions)
- 2. Carefully review the written specifications and corresponding drawings.
- Field verifies all conditions. Contact Jason Sommer at SBH with any questions at once. Any changes or clarifications will be addressed with an addendum to these specifications. All work will be supervised by Jason Sommer/RT.
- 4. Submitted bids must have at least one line-item price for each applicable category (i.e., 1.00 General Conditions; 2.00 Demolition; 7.00 Roofing; 32.00 HVAC; etc.)
- 5. If all bids received by the above deadline are above the RT determined maximum price, a verbal or written notice of revision will be issued to all bidding general contractors. RT will then work with the bidders to identify areas to reduce scope and/or identify areas within their bids that are excessively out of line with other received bids. All bids are held in confidence until after the contract is awarded.
- 6. This Bid Package (as revised and approved by both the contractor and RT) will become a referenced part of the final contract. A copy of the Contract is available upon request for review. Your draw requests will be based upon the written specification line items, work completed, COSB, DCI, Housing Inspector, Federal Grants Staff & RT inspection/approval. Draw requests must be submitted per the SBH draw schedule for prompt payment.
- 7. Payments. Due to the nature of our funding sources, RT cannot pay a retainer or any money down at contract signing. The contractor will submit an invoice request for payment to RT by the 25th of each month or as otherwise agreed. Payment can then be anticipated within 45 days.
- 8. All work to be completed by July 15th





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1717 N Huey- Gutters, Roof, A/C install/replacement

1849 Inglewood- Gutters, Roof

2245 Inglewood- Gutters, Roof flashing, A/C and furnace replacement

1206 McCartney- Ductwork repairs/replacement

917 Bryan- Gutters, Roof, Clean and service furnace

1134 Obrien-Roof

902 Bryan-Roof flashing, A/C and furnace replacement

1218 Queen- A/C install/replacement

1113 Obrien- Gutters, Roof, A/C and furnace replacement

2139 Portage- Gutters

1939 N Johnson- Gutters, Furnace replacement

901 Beale- Gutters, A/C replacement

1210 Queen-Partial gutters,

802 Roosevelt- Gutters, Roof,

1706 Anderson- Partial gutters, Partial roof, A/C replacement

1051 Johnson-Gutters, Roof,

1513 N Brookfield- Partial gutters, Partial roof, Ductwork repairs/replacement

2037 Beverly- A/C replacement

1009 Lawndale- A/C replacement

2118 Hollywood- Gutters, Furnace replacement





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BID FORM

the local conditions at	er reviewing this Bid Package and becoming fecting the execution of the Work, proposes	s to complete the Work for the sum of
	dollars. For the work	
The undersigned has	received and considered the following adde	enda (if issued by RT):
d	ated:	
da	nted:	
The undersigned can	start the Work within days of RT's not	tice to proceed and substantially
complete the Work wi	thin calendar days thereafter.	
Company:		
Address:		Phone:
	<u> </u>	
Mobile:	Employer ID:	
Signature:		Date:
This hid is good until t	this date:	
This blu is good utill t	uno uate	



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Specifications Issued: 3-21-2025 Bid due date: Monday April 21, 2025 1.00 General Requirements Bidder handles all insurance, permits, dumpsters. Property Address: ______ Property Owners: ______ Date: _____

Furnace: (See Attached Minimum Specification) (Air Conditioning Optional)

1. Install new minimum 96% efficient two-stage gas fired forced air furnace* and 15.1 seer/14.4 seer2 central air conditioning unit* appropriately sized for homes heating requirements. Installation to include needed new wiring, Energy Star Rated setback thermostat or approved equal (Note: allow elderly homeowners choice of traditional large screen thermostat), duct work, condensing unit, coil, refrigerant lines, condensation evacuation pump, PVC exhaust duct and exterior combustion air intake, and carbon monoxide detector to efficiently heat and cool the home. Resizing of chimney will be required by installing new needed flue flex liner for water heater. Contractor shall check supply and return duct work for blockage or restrictions, and be responsible for proper operation and or replacement if needed; all supply duct joints are to be sealed to prevent air leaks. Installation shall conform to local codes. Remove and haul away old furnace, duct work, and debris.

*NOTE: Unless otherwise specified, minimum 60,000 Btu furnaces and 1-1/2 Ton central air conditioning systems will be required on all jobs unless compelling evidence shows that the minimum size limit is grossly oversized. Bidding contractors will still be required to perform the needed calculations to accurately size both units to efficiently heat and cool the home.





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To be a qualifying bid, a work sheet must be supplied with proposal specifying brand, type, efficiency, size, and supplied options of each the heating and air-conditioning units. Any proposals submitted without this required information will be considered a non-conforming bid and will be rejected.

Company Name:		Date:
\$	TOTAL	Furnace with Air Conditioning System
\$	TOTAL	Furnace Only Replacement (no a/c components) ~ HVAC MINIMUM QUOTE SPECIFICATIONS ~

(See quote to determine if home is to have central air conditioning)

Replacement of Heating <u>and</u> Cooling unit is to consist of removal and disposal of old unit and all its components. Repair and replacement of needed supply and return ducting for proper operation of new furnace. Installation of a new **Energy Star** rated minimum 96% efficient direct vent forced air natural gas furnace with solid state integrated self-diagnostic control system, electronic pilot-less ignition, steel insulated cabinet, two-stage blower motor, outside combustion air intake. Air conditioning systems are to include a new minimum <u>15.1 seer/14.4 seer2</u> matched split cooling system with indoor cooling coil, exterior condensing unit w/base, and new refrigerant line set. Total installation will also need to include needed thermostat and wiring, hook-up of one or both, if needed, to existing electrical system, running of or reworking natural gas supply lines and installation of needed combustion and exhaust lines.

If needed and or required, resizing of chimney will be required by installing new needed flue flex liner for water heater. All other incendiary devices or stoves are to be removed from chimney and disabled to prevent further use; all openings into chimney are then to be permanently sealed.

The new furnace is to carry a minimum manufacturers 20 Year heat exchanger limited warranty and 5 year limited parts warranty. Air conditioning system is to have a minimum manufactures of 5 years limited warrant on compressor, coil, and all other parts. All repairs are to also carry a Contractor to Homeowner full 1 Year parts and labor warranty on all components repaired or replaced per Department of Community Investment's contractual guidelines.





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Furnace Installation

- New Minimum 96% two-stage furnace
 - (Minimum 60,000 Btu)
- Removal of existing unit and all debris
- PVC 2 pipe side wall vent and combustion supply
- New full custom supply plenum (Sized for future coil if not to be installed at initial furnace installation)
- New custom return drop with filter box. (With new pleated filter)
- New natural gas connection w/trap
- Electrical connection with disconnect
- Condensation evacuation pump (w/anti-siphon valve and drain line plumbed into homes waste lines)
- Vibration isolation pad/feet for furnace
- New digital <u>Energy Star Rated</u> setback thermostat
- Flue Flex liner for water heater (if needed)
- Needed new supply and return lines and registers.
- Sealing of supply and return joints and seams if needed.
- Install a new Carbon monoxide detector in basement area

Air Conditioning Installation

- New minimum 15.1 seer/14.4
 seer2 split system
 (Minimum 1-1/2 Ton system)
 (Per federal regulations in 2023, a minimum 14.4 seer2 system will be required)
- New full refrigerant line set.
- Electrical connection with disconnect.
- Concrete or equal pad for condensing unit
- Sealing of all entry points into home.
- Removal of all old equipment (if needed)
- Installation of condensation drain lines and tie-in to pump.
- Charging of system (per manufactures requirements)
- Reclamation of refrigerant from system. (Per EPA specifications and requirements)

Include an overview with homeowner of furnace, air conditioning system, thermostatic controls, cleaning, filter changing, and the recommended maintenance schedule. Six (6) replacement pleated filters are to be supplied with installation.

2.00 Existing Conditions

Demolition; General



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the estimate.

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1. Carry out all demolition work in a neat and orderly manner. Keep noise, dust, and similar nuisances

to a minimum. Do not collapse walls. Do not throw or drop materials. All demolition must follow

guidelines for lead safe work practices.
Property Address:
Property Owners:
Date:
Specifications
Roof:
Tear-off all roof coverings down to bare wood deck on all surfaces on home. Replace or repair all deteriorated framing members and sheeting. On all areas install 7/16" OSB sheathing over decking to provide level and adequate nailing surface for new roofing, then with new "TITANIUM-UDL" Synthetic Roof Underlayment or approved equal, premium (1-1/2") metal drip edge along all roof edges (note: see gutter specification), appropriate pipe boots and Owens Corning or Cora-Vent brand corrugated vinyl roof ridge vent for proper attic ventilation, needed transition flashing, step and counter flashing at vertical transitions. Install Ice & Water shield along roof eaves and in valleys. Install 235-240 lb. Oakridge dimensional, or GAF Timberline dimensional or approved equal on all pitched roof surfaces a one ply WHITE TPO or PVC roof system and all needed accessories or an approved equal on low slope areas.
Note: Cap shingles are to be an exact color match and are to be manufactured by the same company as shingles.
Optional Credit – DO NOT include optional credit in quoted TOTAL,

) Once tear off is complete, the roof deck is to be assessed, if it determined by the

contractor and program inspector that new sheeting is necessary, the contractor will provide a CO to Jason Sommer of the additional roof decking that is needed outside of the normally quoted sheets on





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Remove existing gutters. Furnish and install new white or brown (to match existing fascia & soffit).027 ga. aluminum seamless gutters and downspouts on home. Gutters and downspouts shall be hung and secured in a manner that effectively carries away storm water and leak free. Downspouts shall be installed so all gutters are serviced by at least one, no downspouts are to drain onto a roofed surface. Install minimum 60" downspout extension with elbows at terminal ends of each downspout, all are to extend at least to lawn areas.

Soffit/Fascia:

3	Prior to the installation of the new guttering, remove all needed existing coverings and/or
compon	ents to ready surfaces for installation. Cover all fascia and soffiting with new aluminum soffit,
fascia, a	nd all needed accessories. Soffiting is to be the appropriate mix of ventilated and solid with a
correspo	onding openings in existing wood soffit, if needed add additional openings into attic area to allow
for prope	er ventilation of attic area. Allow homeowner one color choice from stock colors.

\$	TOTAL	Company Name:	Date:
Ф	IUIAL	Company Name:	Date:

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be charged accordingly.

GUARANTEE: Five (5) year(s) roof leak repair under normal weather conditions, excluding hail and wind, from completion date. The warranty shall protect the owner from roof leakage for a period of five (5) years, beginning from the date of completion of the project. The warranty shall cover roof leakage directly attributed to the contractor's workmanship. *Shingles will be covered under manufacturers Ltd Lifetime Warranty.





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EXHIBIT B TO CONSTRUCTION AND REHABILITATION CONTRACT [funded in part by. CDBG funds]

In its performance of the Work and of the terms and conditions of the Contract of which this Exhibit is a part.

Contractor shall comply with the applicable provisions and requirements of the following:

- 1. EQUAL OPPORTUNITY AND NONDISCRIMINATION- The Contractor agrees to comply with equal opportunity requirements applicable to federally funded activities and in particular with such requirements applicable to work funded in whole or in part_by the United States Department of Housing and Urban Development ("HUD"), to the end that no person in the United States shall be excluded from participation in. be denied the benefits of, or be subjected to discrimination on the grounds of race. color. national origin, religion, or sex under any program or activity receiving federal financial assistance. Specifically. the Contractor agrees to comply with the requirements of:
 - a. <u>TITLE V' CIVIL RIGHTS ACT OF 1964</u> as amended (42 USC 2000d) and implementing regulations at 24 CFR part 1. which provides that no person in the United States shall on the ground of race, color, or national origin be excluded from participation in. be denied the benefits of. or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - b. <u>TITLE VIM</u>, <u>CIVIL RIGHTS ACT OF 1968. (42 USC 3601-20)</u> and implementing regulations at 24 CFR 100. which provide for fair housing throughout the United States and require that no person in the United States be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the grounds of race. color, national origin. religion. familial status or sex under any housing program or activity receiving federal financial assistance.
 - c. <u>SECTION 1 09 HOUSING AND COMMUNITY' DEVELOPMENT ACT</u> OF 1 977, as amended, which provides that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under that title.
 - d. AGE <u>DISCRIMINATION ACT OF 1975</u> (42 USC 6101-6107), as amended, and implementing regulations at 24 CFR 146, to the end that no person shall on the basis of age be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - e. <u>SECTION 504 OF THE REHABILITATION ACT OF 1973 (</u>29 USC 794), as amended. and implementing regulations at 24 CFR 8. to the end that no otherwise qualified handicapped individual in the United States shall. solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.





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- f. <u>EXECUTIVE ORDER 1 1063</u> as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided with federal financial assistance.
- g. <u>EXECUTIVE ORDER 1 1243</u>, as amended by Executive Orders 1 1375 and 12086, which prohibits discrimination on the ground of race, creed. color, sex, or national origin in employment under federally assisted construction contracts.
 - h. <u>SECTION 3 OF THE HOUSING & URBAN DEVELOPMENT ACT OF 1968</u> (12 USC 1 701 (u) and implementing regulations at 24 CFR:
 - (1) The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968. as amended, 12 IJSC 1707 (u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(2) in connection with its compliance with Section 3. the Contractor shall insert in full in a'! contracts and subcontracts for work on the project related to this Contract the Section 3 Clause which follows:

"The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1 968. as amended, 12 USC 1707 (u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project."

- (3) The parties will comply with the provisions of Section 3 and the implementing regulations at 24 CFR and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (4) The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor organization or workers' representative of its commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.



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- (5) The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR. and all applicable rules and orders of HUD issued thereunder prior to execution of this Contract shall be a condition of the federal financial assistance provided to the project, binding upon any applicant or recipient of such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal financial assistance is provided and to such sanctions as are specified in 24 CFR.
 - i. <u>EXECUTIVE ORDER 1 1625</u> the National Program for Minority Business Enterprise.
- 2. <u>LEAD-BASED PAINT POTSONING PREVENTION</u> ACT (42 USC 4821, et seq.) and implementing regulations at 24 CPR 570.608 and all applicable rules and orders issued thereunder which prohibit the use•of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. <u>Every contract or subcontract including Painting Pursuant to which such federally assisted construction or rehabilitation is Performed shan include appropriate provisions prohibiting the use of lead-based paint.</u>
- 3. THE CLEAN AIR ACT, (42 USC 1857, et seq.), THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251, et seq.). and THE NATTONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 USC 4321, et seq.) and implementing regulations at 24 CFR 58, when applicable, including any requirements which may be imposed on the Owners by governmental agencies as a result of action under NEPA.
- 4. <u>FLOOD DISASTER ACT OF 1973 (42 USC 4001-4128)</u> and implementing regulations at 24 CFR 92.358. which impose prohibitions upon rehabilitation of a federally assisted project located in an are identified as having special flood hazards.
- 5. <u>FAIR LAI 30R STANDARDS</u> ACT, and implementing regulations at 24 CPR 570.603 and related local requirements issued from time to time by the City of South Bend. and <u>CONTRACT WORK HOURS AND SAFETY</u> STANDARDS ACT (40 USC 327. et seq.), and implementing regulations at 29 CFR Part 5.





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For all contracts financed in whole or in part with federal assistance for construction work in excess of \$2,500. all laborers and mechanics employed by the Contractor shall receive overtime compensation in accordance with Sections 1 03 and 107 of the Contract Work Hours and Safety Standards Act and its implementing regulations. The Contractor shall cause or require to be inserted in all subcontracts subject to the provision of such act a clause requiring compliance therewith. No subcontract shall be made to any subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such subcontract. The Contractor shall maintain payrolls and records during the course of the Work and shall preserve them for three years after completion of the Work for all laborers and mechanics, including apprentices and trainees. working at the Job Site on the Work. Such records shall contain the name and address of each employee. the employee's correct classification. rate of pay. daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall submit weekly a copy of all payrolls to the City of South Bend and the Owner and shall be responsible for submission of copies of payrolls of all subcontractors. all in the form and with the information required by the Department of Labor. The Contractor shall make all records required under this Contract available for inspection by authorized representatives of the Owner, the Department of Labor, the State of Indiana, and the City of South Bend.

6. <u>ADDITIONAL REQUIREMENTS:</u> in its performance under this Contract, the Contractor agrees to comply with all applicable requirements imposed by funding sources for the Work, as such requirements are communicated to Contractor by the Owner from time to time. including but not limited to the following:

a. **PROHIBITIONS**:

- (i) <u>Political Activity Prohibited.</u> None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any candidate for public office or for political activities.
- (ii) <u>Lobbying Prohibited.</u> None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.
 - (iii) <u>Certification reqarding lobbying:</u> The undersigned representative of the Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any participating organization in the HOME program from which funds have been allocated for the Work ("Participant"), or to influence a Member of Congress. an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.





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If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned representative of the Contractor shall complete and submit Standard Form-LLC. "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned representative of the Contractor shall require that the language of this certification be included in the award documents for all contracts at all tiers including subcontracts sub rants. a recements and that all subreci ients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1 0,000 and not more than \$100,000 for each such failure.

- (iv) <u>Certification regarding debarment. suspension. ineligibility and voluntary exclusion</u>
 <u>lower tier covered transactions.</u> A person who is debarred or suspended sha0 be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. The undersigned representative of the Contractor certifies. to the best of his or her knowledge and belief. that:
 - (a) Neither it nor its principals are presently debarred. suspended, proposed for debarment, declared ineligible. or voluntarily excluded from participation in this contract: and
 - (b) It will include the following clause without modification, in ail proposals. agreements. contracts. or other lower tier covered transactions:

"Certification Regarding Debarment. Suspension. ineligibility and Voluntary Exclusion - Lower Tier Covered

Transaction: (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it
nor its principals is presently debarred. suspended. proposed for debarment, declared ineligible. or voluntarily
excluded from participation in this transaction by any Federal department or agency. (2) Where the
prospective lower tier participant is unable to certify to any of the statements in this certification, such
prospective participant shall attach an explanation to this proposal."

(v) <u>Certification regarding Conflicts of Interest:</u> The Contractor certifies that no person who presently exercises any functions or responsibilities in connection with the

Community Development Program and no one with whom they have family or business ties has any personal financial benefit, direct or indirect, in this Contract. The Contractor Shall include this language in every. written subcontract relating to this Contract.





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- (vi) <u>Assistance for Religious Activities and/or Organization's Prohibited:</u> None of the funds, materials, property or services provided directly or indirectly under this Contract may be used to promote religious activities or to assist religious organizations in promoting secular activities unless specifically authorized under 24 CPR 570.2000).
- -7, <u>DOCUMENTATION OF COSTS</u>. All costs shall be supported by properly executed payrolls, lime records. invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers. orders, or other accounting documents pertaining in whole or in part to this Contract shall be dearly identified and readily accessible.
 - 8. ACCESS FOR INSPECTION AND AUDIT PURPOSES. At any time during business hours and as often as the Owner, the City of South Bend as agent for HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the Owner, the City of South Bend, HUD and/or representatives of the Comptroller General for examination all of the Contractors records with respect to all matters covered by this Contract. Further, the Agency shall permit the Owner, the City of South Bend as agent for HUD, and/or the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by his Contract.
 - 9. <u>TERMINATION:</u> By giving written notice specifying the effective date, the Owner may terminate this Contract in whole or in part if the award to the Owner which is a source of the funds to be paid under this Contract is suspended or terminated, in which event unearned payments under this Contract shall be suspended or terminated; provided. however, that if the award is reduced and in the absence of any contrary funding source directive, the Contract may be amended by agreement of the parties. In addition, unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time.
- 1 0. <u>COPELAND "ANTIKICKBACK" ACT (1 8 USC 874 and 40 USC 276c)</u> All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building
- or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion. or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- DAVIS-BACON ACT. as amended (40 USC 276a to a-7) When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 2733 to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers





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and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- 1 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>. The Drug-Free Workplace Act of 1988 (42 USC 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-fee workplace requirements in accordance with HUD's rules at 24 CFR part 24. Subpart
- 13. <u>CONPUANCE WITH FEDERAL RULES AND REGULATIONS:</u> The Contractor agrees to abide by all applicable federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Contract.

Requirements for Certificates of Insurance

- 1. Commercial General Liability Requirements: \$1,000,000.
- 2. Commercial Auto Policy Requirements: Minimum Combined Single Limit per Accident: \$500,000.

NOTE: If using a personal vehicle, you must carry non-owned/hired auto liability

Workers Compensation and Employers Liability* Minimum Employers Liability Limits: \$100,000/\$500,000/\$100,000.

- 3. Umbrella Liability Requirements: Minimum Limits \$2,000,000. South Bend Heritage Foundation, its subsidiaries and agents must be listed as additional insured.
- *SBHF will accept a valid Indiana Department of Revenue Workers' Compensation Clearance Certificate for Independent Contractors in lieu of Workman's Comp coverage. Sole proprietors and/or partnerships meeting certain criteria are eligible to apply. Information and applications are available online at the Dept. of Revenue's website at www.state.in.us/dor.